

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Oct 23, 2014

Action Requested By: Engineering

Agenda Type: Resolution

**Subject Matter:**

Agreement with Land Design Solutions, Inc.

**Exact Wording for the Agenda:**

Resolution authorizing the Mayor to enter into an agreement with Land Design Solutions, Inc. for Landscape Architectural Design Services for Jefferson Street Streetscape Improvements, Project No. 65-15-SP04

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering services contract to provide landscape architectural services for the "Avenue" Jefferson Street streetscape which consists of improvements that include new horizontal alignment, on-street parking, sidewalks, landscape and signalization to the following roads: Jefferson Street from the Jefferson Street bridge to just south of the Holmes Avenue intersection; Holmes Avenue east of Jefferson Street to west of Spragins Street; Spragins Street from Monroe Street to just south of the Holmes Avenue intersection; Meridian Street from Washington Street to Jefferson Street; and the "Avenue" parking lot on the west side of Jefferson Street will be constructed and will have newly installed lighting and landscaping. This project also includes intersection improvements at Monroe Street and Holmes \*

Associated Cost: \_\_\_\_\_

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: Kathy Mark

Date: 10/21/14

\*Avenue. Landscape architectural services in a lump sum total contract amount of \$297,559.00. Account No. 23-2265-0811-7507

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **10/23/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Landscape Architectural Services**

Document Name: **Land Design-Jefferson St. Streetscape Project No. 65-15-SP04**

City Obligation Amount: **\$297,559.00**

Total Project Budget: **\$297,559.00**

Uncommitted Account Balance: **0**

Account Number: **23-2265-0811-7507**

## Procurement Agreements

**Not Applicable**

**Not Applicable**

## Grant-Funded Agreements

**Not**  
**Applicable**

**Grant Name:**

Department	Signature	Date
1) Originating	<i>Lynn Majors</i>	10/21/14
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Land Design Solutions, Inc. in the amount of TWO HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$297,560.00) for Landscape Architectural Services for Jefferson Street Streetscape Improvements, Project No. 65-15-SP04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Land Design Solutions, Inc. for Landscape Architectural Services for Jefferson Street Streetscape Improvements, Project No. 65-15-SP04" consisting of a total of nineteen (19) pages plus fifty-five (55) additional pages consisting of Attachments 1-16, and the date of October 23, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 23rd day of October, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 23rd day of October, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**LAND DESIGN SOLUTIONS, INC.**  
**FOR**  
**LANDSCAPE ARCHITECTURAL SERVICES**  
**FOR**  
**JEFFERSON STREET STREETScape IMPROVEMENTS**

**Project I.D Number 65-15-SP04**  
**October 23, 2014**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: October 23, 2014**

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
LAND DESIGN SOLUTIONS, INC.  
FOR  
LANDSCAPE ARCHITECTURAL SERVICES  
FOR  
JEFFERSON STREET STREETScape IMPROVEMENTS**

**Project I.D Number 65-15-SP04**

THIS AGREEMENT made as of the 23rd day of October in the year 2014, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LAND DESIGN SOLUTIONS, INC. (hereinafter called LANDSCAPE ARCHITECT).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE LANDSCAPE ARCHITECT**

The OWNER hereby engages the LANDSCAPE ARCHITECT, and the LANDSCAPE ARCHITECT hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional landscape architectural services for design of Jefferson Street Streetscape Improvements, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the LANDSCAPE ARCHITECT is a professional qualified to act as the LANDSCAPE ARCHITECT for the PROJECT and is licensed and certified to practice landscape architecture by all public entities having jurisdiction over the LANDSCAPE ARCHITECT and the PROJECT. The LANDSCAPE ARCHITECT further represents to the OWNER that the LANDSCAPE ARCHITECT will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as LANDSCAPE ARCHITECT for the PROJECT until the LANDSCAPE ARCHITECT's remaining duties hereunder have been satisfied. The LANDSCAPE ARCHITECT shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the LANDSCAPE ARCHITECT for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The LANDSCAPE ARCHITECT assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the LANDSCAPE ARCHITECT in connection with the PROJECT.
- 1.3 Execution of this Agreement by the LANDSCAPE ARCHITECT constitutes a representation that the LANDSCAPE ARCHITECT has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The LANDSCAPE ARCHITECT agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## **ARTICLE 2 – LANDSCAPE ARCHITECTURAL SERVICES OF THE LANDSCAPE ARCHITECT**

- 2.1** LANDSCAPE ARCHITECT shall provide for OWNER professional landscape architectural services for design of Jefferson Street Streetscape Improvements.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the LANDSCAPE ARCHITECT shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The LANDSCAPE ARCHITECT warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the LANDSCAPE ARCHITECT that are available from only one source shall be justified in writing by the LANDSCAPE ARCHITECT in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The LANDSCAPE ARCHITECT shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The LANDSCAPE ARCHITECT shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The LANDSCAPE ARCHITECT shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the LANDSCAPE ARCHITECT in writing prior to incorporating the changes.
- 2.7** The LANDSCAPE ARCHITECT shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.8** The LANDSCAPE ARCHITECT shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.9** The LANDSCAPE ARCHITECT shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the LANDSCAPE ARCHITECT's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.10** During the process of design and preparation of the construction documents, the LANDSCAPE ARCHITECT shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such

review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the LANDSCAPE ARCHITECT shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

- 2.11** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid03
Units:	US Survey Feet

- 2.12** The LANDSCAPE ARCHITECT shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.13** The LANDSCAPE ARCHITECT shall prepare the prebid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The LANDSCAPE ARCHITECT shall moderate the prebid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.14** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES**

#### **OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the LANDSCAPE ARCHITECT are not included in Article 2. Nevertheless, the LANDSCAPE ARCHITECT shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the

enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the LANDSCAPE ARCHITECT, either in whole or in part.

- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the LANDSCAPE ARCHITECT, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the LANDSCAPE ARCHITECT, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the LANDSCAPE ARCHITECT or major defects or deficiencies in the work of the LANDSCAPE ARCHITECT. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the LANDSCAPE ARCHITECT, will perform the following in a timely manner so as not to delay the services of the LANDSCAPE ARCHITECT:

- 5.1 Assist LANDSCAPE ARCHITECT by placing at LANDSCAPE ARCHITECT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the LANDSCAPE ARCHITECT as necessary in acquiring access to and making all provisions for the LANDSCAPE ARCHITECT to enter upon public and private lands as required for the LANDSCAPE ARCHITECT to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by LANDSCAPE ARCHITECT, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANDSCAPE ARCHITECT.
- 5.5 When requested by the LANDSCAPE ARCHITECT, the OWNER will intercede on the LANDSCAPE ARCHITECT's behalf when data from, or reviewed by third parties is not on schedule through no fault of the LANDSCAPE ARCHITECT.

- 5.6** The OWNER's review of any documents prepared by the LANDSCAPE ARCHITECT or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the LANDSCAPE ARCHITECT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The LANDSCAPE ARCHITECT shall commence services pursuant to this agreement as of October 24, 2014. The final completion date for the completion of landscape architectural services as outlined in Article 2 shall be October 30, 2015.

The LANDSCAPE ARCHITECT shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The LANDSCAPE ARCHITECT shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the LANDSCAPE ARCHITECT, except for cause.

If the LANDSCAPE ARCHITECT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the LANDSCAPE ARCHITECT's control, which may result in the schedule of performance of the LANDSCAPE ARCHITECT's services not being met, the LANDSCAPE ARCHITECT shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the LANDSCAPE ARCHITECT's schedule, the OWNER shall promptly notify the LANDSCAPE ARCHITECT. In either event, the LANDSCAPE ARCHITECT's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE LANDSCAPE ARCHITECT**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the LANDSCAPE ARCHITECT for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF TWO HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$297,560.00) for landscape architectural services as described in Article 2. Additional services of the LANDSCAPE ARCHITECT as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the LANDSCAPE ARCHITECT's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the LANDSCAPE ARCHITECT and a properly executed copy is mailed to the LANDSCAPE ARCHITECT with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the LANDSCAPE ARCHITECT, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the LANDSCAPE ARCHITECT and the LANDSCAPE ARCHITECT will not be obligated to perform any work under said CONTRACT.

### **PAYMENT SUMMARY**

Landscape Architectural Services – LUMP SUM AMOUNT OF	\$297,560.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$297,560.00</u></b>

## **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

### **8.1 INVOICES**

**8.1.1** The LANDSCAPE ARCHITECT shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the LANDSCAPE ARCHITECT must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the LANDSCAPE ARCHITECT on the invoice shall constitute the LANDSCAPE ARCHITECT's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the LANDSCAPE ARCHITECT covered by prior invoices have been paid in full, and that, to the best of the LANDSCAPE ARCHITECT's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the LANDSCAPE ARCHITECT the payment of any portion thereof should be withheld. Submission of the LANDSCAPE ARCHITECT's invoice for final payment and reimbursement shall further constitute the LANDSCAPE ARCHITECT's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the LANDSCAPE ARCHITECT to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. LANDSCAPE ARCHITECT must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the LANDSCAPE ARCHITECT, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the LANDSCAPE ARCHITECT until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the LANDSCAPE ARCHITECT to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the LANDSCAPE ARCHITECT.

## **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The LANDSCAPE ARCHITECT shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

## **8.5 W-9 TAXPAYER FORM**

All LANDSCAPE ARCHITECT FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

# **ARTICLE 9 - GENERAL CONSIDERATIONS**

## **9.1 GENERAL**

OWNER and LANDSCAPE ARCHITECT agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

## **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The LANDSCAPE ARCHITECT may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the LANDSCAPE ARCHITECT shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the LANDSCAPE ARCHITECT to provide services with respect to the PROJECT. Expenses payable to the LANDSCAPE ARCHITECT for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

## **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the LANDSCAPE ARCHITECT and/or sub-consultant(s) for the PROJECT. The LANDSCAPE ARCHITECT and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

## **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of LANDSCAPE ARCHITECT, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

## **9.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, LANDSCAPE ARCHITECT shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of LANDSCAPE ARCHITECT and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

## **9.6 CHANGES**

**9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in LANDSCAPE ARCHITECT's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, LANDSCAPE ARCHITECT must assert any claim of LANDSCAPE ARCHITECT for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work

change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and LANDSCAPE ARCHITECT.

## **9.7 LANDSCAPE ARCHITECT'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the LANDSCAPE ARCHITECT and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the LANDSCAPE ARCHITECT receives notification of a dispute or of pending or commencement of litigation during this five-year period, the LANDSCAPE ARCHITECT shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The LANDSCAPE ARCHITECT shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the LANDSCAPE ARCHITECT's records at the OWNER's reasonable expense.

## **9.8 SEAL ON DOCUMENTS**

- 9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the LANDSCAPE ARCHITECT shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the LANDSCAPE ARCHITECT including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the LANDSCAPE ARCHITECT shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The LANDSCAPE ARCHITECT shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets

which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

#### **9.9 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the LANDSCAPE ARCHITECT for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the LANDSCAPE ARCHITECT for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The LANDSCAPE ARCHITECT shall be permitted to retain copies thereof for its records. The LANDSCAPE ARCHITECT's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by LANDSCAPE ARCHITECT will be at OWNER's sole risk and without liability or legal exposure to LANDSCAPE ARCHITECT, and OWNER shall indemnify and hold harmless LANDSCAPE ARCHITECT from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the LANDSCAPE ARCHITECT.

#### **9.10 ESTIMATE OF CONSTRUCTION COST**

Since LANDSCAPE ARCHITECT has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, LANDSCAPE ARCHITECT cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.11 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.12 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the LANDSCAPE ARCHITECT. In the event of such a termination without cause, the LANDSCAPE ARCHITECT shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the LANDSCAPE ARCHITECT shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

## **ARTICLE 10 - INDEMNITY AND INSURANCE**

### **10.1 INSURANCE**

The LANDSCAPE ARCHITECT shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The LANDSCAPE ARCHITECT shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LANDSCAPE ARCHITECT, his agents, representatives, employees or subcontractor.

### **10.2 MINIMUM SCOPE OF INSURANCE:**

#### **A. General Liability:**

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs LANDSCAPE ARCHITECTs Protective Insurance.

#### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

#### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

#### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

#### **E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

The LANDSCAPE ARCHITECT is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage

shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the LANDSCAPE ARCHITECT shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The LANDSCAPE ARCHITECT shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Other Than Professional Liability Exposures:**

The LANDSCAPE ARCHITECT, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the LANDSCAPE ARCHITECT or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**B. Professional Liability:**

The LANDSCAPE ARCHITECT agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional

services of the LANDSCAPE ARCHITECT or the LANDSCAPE ARCHITECT's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the LANDSCAPE ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the LANDSCAPE ARCHITECT shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the LANDSCAPE ARCHITECT has reason to believe the use of a required design, process or product is an infringement of a patent, the LANDSCAPE ARCHITECT shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the LANDSCAPE ARCHITECT.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The LANDSCAPE ARCHITECT understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The LANDSCAPE ARCHITECT shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the LANDSCAPE ARCHITECT, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and LANDSCAPE ARCHITECT.

### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the LANDSCAPE ARCHITECT belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the LANDSCAPE ARCHITECT, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the LANDSCAPE ARCHITECT on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

### **11.7 SUBCONTRACT REQUIREMENTS**

The LANDSCAPE ARCHITECT shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail,

postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 FEDERAL IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the LANDSCAPE ARCHITECT with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the LANDSCAPE ARCHITECT's obligations.

#### **11.11 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.12 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.13 ETHICS**

The LANDSCAPE ARCHITECT shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The LANDSCAPE ARCHITECT shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The LANDSCAPE ARCHITECT shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the LANDSCAPE ARCHITECT, OWNER or PROJECT in which the LANDSCAPE ARCHITECT has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the LANDSCAPE ARCHITECT or in which any consultant, trade contractor, subcontractor, or supplier of the LANDSCAPE ARCHITECT has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the LANDSCAPE ARCHITECT and the LANDSCAPE ARCHITECT's subconsultants shall not offer services to the OWNER'S contractor.

**11.14 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the LANDSCAPE ARCHITECT and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and LANDSCAPE ARCHITECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:  
CITY OF HUNTSVILLE**

**LANDSCAPE ARCHITECT:  
LAND DESIGN SOLUTIONS, INC.**

BY: \_\_\_\_\_  
Tommy Battle

BY: \_\_\_\_\_  
Mike Donnelly

TITLE: \_\_\_\_\_  
Mayor

TITLE: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2014.

Of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to letter dated October 15, 2014, from Mike Donnelly to Kathy Martin and attachments).**

Land Design Solutions, Inc.  
6996 LINDA STREET  
HUNTSVILLE, AL 35811

Email: mike.donnelly@mchsi.com  
Voice: 256.714.1470

October 15, 2014  
Ms. Kathy Martin, P.E.  
City Engineer  
Engineering Department  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801

RE: Streetscape Improvements Jefferson  
Street, Holmes Avenue, Spragins Street,  
Meridian Street, and "The Avenue"  
Improvements (2<sup>nd</sup> Revised Proposal)

Dear Kathy,

Following is our proposal for providing professional Landscape Architectural services for the above referenced area. It is our understanding from the meeting on June 26<sup>th</sup> at Smith Engineering with you, Robbie Stewart, "The Avenue" developer, Charlie Sealy, his project team of General Contractor William Tynes, Architect Scott Schoel and Civil Engineer Billy Smith, the City of Huntsville (COH) is to design & construct certain streetscape and other improvements per Exhibit "A" from the development / option agreement of "The Avenue". In addition, the COH has directed LDS to expand the area of site improvements to the face of "The Avenue" building structure.

### **SCOPE OF PROJECT IMPROVEMENTS**

#### **Jefferson Street**

Area is from Jefferson Street bridge at the north, to a point that is fully transitioned into existing Jefferson Street alignment, south of the intersection with Holmes Avenue; from building face / R-O-W at east side of street to building face / R-O-W at west side of street. Streetscape character is proposed to closely match that of recent Washington Street improvements with new horizontal alignment, on street parking, sidewalks, landscaping, signalization, including improvements to Monroe Street & Holmes Avenue intersections.

#### **Holmes Avenue**

Area is from a transition point east of Jefferson Street intersection to a transition point west of the Spragins Street intersection; from new building face / R-O-W at north side of street to existing building face / R-O-W at south side of street. Streetscape character is proposed to

closely match that of recent Holmes Avenue improvements to include on street parking, sidewalks, landscaping, etc... The anticipated changes to Holmes Avenue between Jefferson Street and Spragins Street are to reduce current width of road by holding existing curb location on south side of roadway, providing three traffic lanes, two parking lanes, and setting the new roadway width / R-O-W on north side of the road accordingly. Additionally, intersection improvements at Jefferson and Spragins Streets are anticipated.

### **Spragins Street**

Area is from Monroe Street intersection at the north to a transition point south of the Holmes Avenue intersection; from new building face / R-O-W at east side of street to existing building face / R-O-W at west side of street. Streetscape character for this roadway, as directed by COH Planning Department, is to be the "Address Streetscape" type as depicted in the COH "Downtown Streetscape Vision" (1993). The materials and furnishings will closely match the recently renovated "Washington Streetscape". We anticipate upgrading sidewalks, lighting and curb bump outs for trees. Changes to mainline are anticipated with improvements at the Holmes Street Intersection and potential improved pedestrian crossing at Monroe Street intersection to Depot Museum.

### **Meridian Street (Washington Street to Jefferson Street)**

Area is from Washington Street intersection at the east to Jefferson Street intersection at the west; from building face / R-O-W at North side of street to R-O-W at south side of street. Streetscape character as proposed by COH "Downtown Streetscape Vision" (1993) is characterized as "Service Streetscape" type with spartan materials and furnishings, trees behind sidewalks with shrubs screening adjoining parking lots. It is anticipated the horizontal alignment of the existing street will move south to better align with the proposed parking lot on the west side of Jefferson Street at "The Avenue" project.

### **The Avenue Parking Lot (West side of Jefferson Street)**

Area is from Jefferson Street at the east to Spragins Street at the west; from building face at south side to Property Line at north side. This area as proposed is to be a parking lot with lighting & landscaping. We anticipate the detailed concept of this area will evolve over the design process.

Other matters as to The Avenue Development Agreement, it is our understanding coordination with the developer in terms of grades and site design, including design of sanitary and storm sewers to the building for the developer's connection is in our scope of work. Additionally, we have been directed to provide site improvements up to the building face, and in turn, our limits of work shall extend to the building face.

## **THE PLANS**

Land Design Solutions and sub-consultants will provide services / plans as follows:

### **Preliminary Design of The Avenue Site Work & Off Site Improvements**

This provides for initial coordination, schematic design and design development with the COH and The Avenue's / developer's design team. Areas to be addressed / coordinated are building

location, parking lot character and location, finish floor elevations, utility services / connection points and coordination of pedestrian spaces around the building with surrounding streetscape improvements. Any need / location of off-site sanitary and storm sewer improvements will be identified at this time.

#### **Preliminary Design of Jefferson, Holmes, Spragins, & Meridian Streetscapes**

This provides for initial schematic design and design development of the roadways. Areas to be addressed / coordinated are mainline location, streetscape character, intersection improvements / adjustments with mainline location, utility conflicts, vehicular and pedestrian access to adjoining tracts / buildings and identification of any need for traffic studies / design per Skipper Consulting's proposal alternate.

#### **Early Release Plan Package**

COH and The Avenue developer / general contractor have identified a need for roughing in certain COH site work items in conjunction / coordination with initial building construction and before the full release of COH full plan set. At this date, the Early Release Plan Package will tentatively consist of constructing parking lot pad to subgrade and capping / sealing with thin base course, thereby making this area available as laydown area for contractor during construction. Additional items anticipated to be in this plan package are rough-in of retaining wall adjacent to the northeast corner of the building, rough-in of site lighting conduit and irrigation lines, rough-in of storm and sanitary sewer around the north (parking lot pad area) and east areas of the building to include the off-site portions of both storm and sanitary.

#### **Final Plan Package of The Avenue Construction Plans**

This provides for the development of the final construction drawings of the full site to the face of the building. Included are cost estimates, & specifications.

#### **Final Plan Package of Jefferson, Holmes, Spragins, & Meridian Streetscapes**

This provides for the development of the final construction drawings of the streetscapes. Included are cost estimates, & specifications.

#### **SUB-CONSULTANTS**

Land Design Solutions will utilize the services of Smith Engineering, Inc. for a topographic survey of the project area as well as any storm drainage and sanitary sewer design required as part of this project. We anticipate retaining walls / steps near both the southeast and northeast corners of the building; we will use the structural engineering services of MBA Structural Engineers for this effort. Streetscape lighting design will be by Jack R. Morgan Engineering, Inc. The geotech study and pavement design is by Geo Solutions, L.L.C, with traffic & pedestrian signalization design by Skipper Consulting, Inc. (Please note Skipper has pricing for alternates in their fee proposal for a traffic signal design @ Spragins / Holmes and a traffic signal study @ Spragins / Monroe with associated design as an additional alternate).

**SCHEDULE**

Per the Developer's Outline Schedule received on October 13, 2014, two categories of work are identified as COH responsibility. The two categories are "City Utilities & Site Walls" with construction scheduled to begin January 15, 2015, and end March 15, 2015 and the 2<sup>nd</sup> category is identified as "City Hardscape" with construction to begin December 15, 2015, and end April 25, 2016.

We have identified the "City Utilities & Site Work" as our "Early Release Plan Package" and will deliver the 100% plans for this package on or before December 15, 2014. Additionally, we have identified the "City Hardscape" as our Final Plan Package and will deliver 100% plans for this package on or before October 1, 2015.

**EXCLUSIONS**

This proposal specifically excludes Subdivision Plats, flood studies, flood certifications or flood plain permits.

**FEES****TASK 1: TOPOGRAPHIC SURVEY**

Smith Engineering will perform a topographic survey showing surface features and apparent existing utilities along road frontage and contours at one foot contour interval.

**TASK 2: THE PLANS**

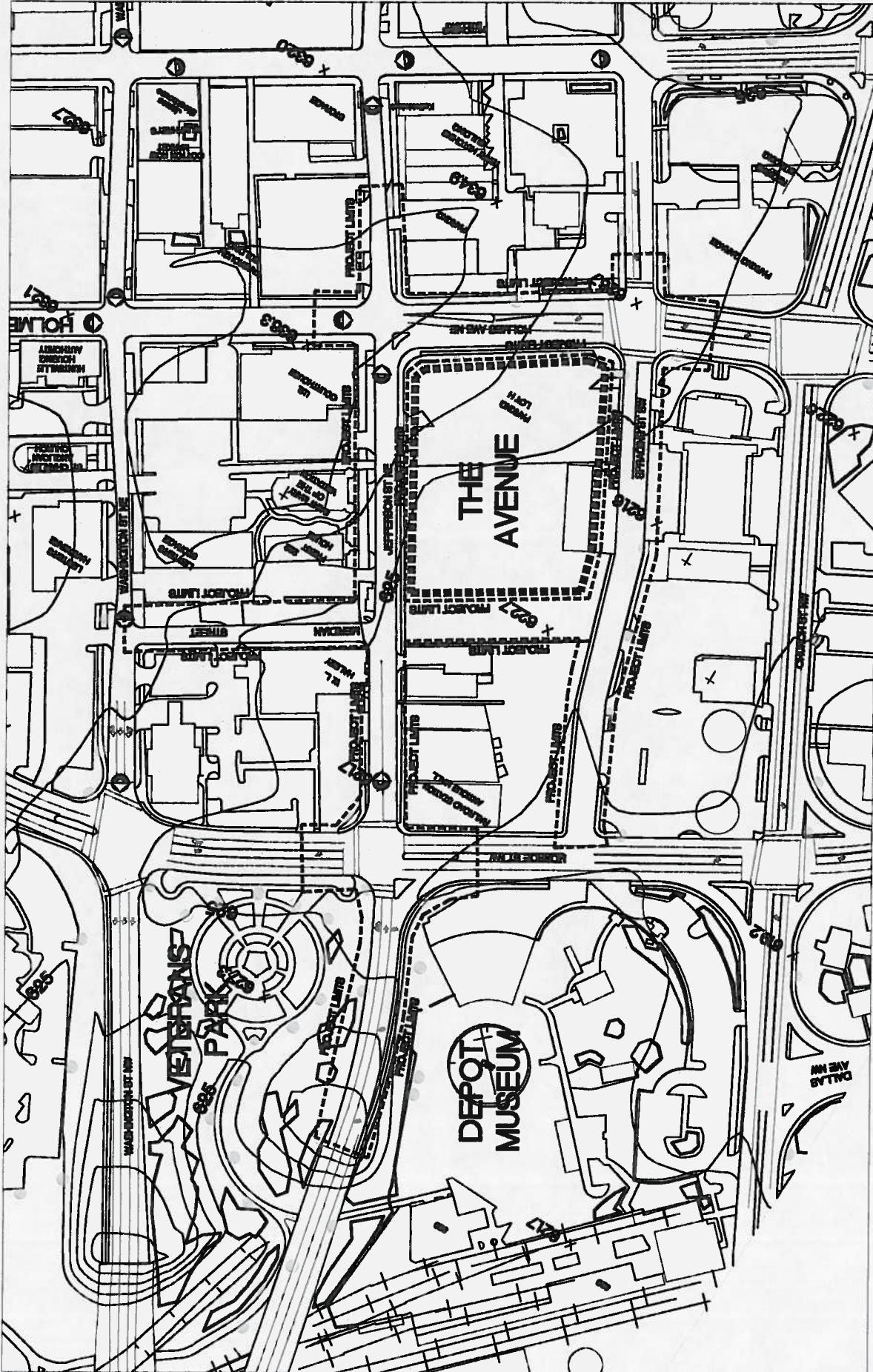
The consulting team shall develop preliminary and final plans, and Early Release Plan Package plans as described above in The Plans section of proposal. The Final Plan Package shall include Demolition, Erosion Control, Grading, Storm Drainage, Sanitary Sewer, Layout, Lighting, Traffic signalization, Landscaping and Irrigation Plans with associated details and specifications for owner's use in obtaining bids.

Land Design Solutions and sub-consultants shall perform the above work for:

LDS fee.....	\$174,820.00
Sub-consultants fees.....	\$112,580.00
5% Administration fee.....	\$5,629.00
Plan Reproduction.....	<u>\$4,531.00</u>
Total lump sum fee.....	\$297,560.00

Cordially,

  
Mike Donnelly, ASLA



# JEFFERSON STREET STREETSCAPE

SCALE : 1" = 200'-0"

DATE: 6-26-2014

# SMITH ENGINEERING CO., INC.

8624 Memorial Parkway S.W.

Huntsville, AL 35802

(256) 539-9426 • FAX: (256) 539-9428

CIVIL ENGINEERING  
LAND SURVEYING

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October 15, 2014

Mr. Mike Donnelly  
6996 Linda Street  
Huntsville, AL 35811

RE: Jefferson Street Streetscape

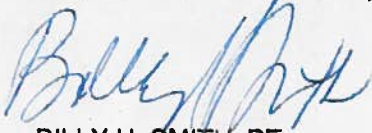
Dear Mike:

Smith Engineering will provide a topographic survey with located in place property corners for the above streetscape project (per supplied sketch) for a lump sum fee of \$32,650.00.

Smith Engineering will provide civil engineering services for the above streetscape project (per supplied sketch) for a lump sum fee of \$19,830.00. These services will primarily include the design of all storm and sanitary sewer facilities and will include an early release plan and final construction plan.

Sincerely,

SMITH ENGINEERING CO., INC.



BILLY H. SMITH, PE



August 15, 2014

Land Design Solutions  
6996 Linda Street  
Huntsville, AL 35811

Attn: Mike Donnelly, ASLA

Re: Jefferson Streetscape  
Structural Fee Proposal

Dear Mike:

We are pleased to submit this proposal to provide structural engineering services for the above referenced project. This proposal will remain open for acceptance for two weeks from the date above.

As we understand it, the project consists of a new retaining walls, steps and planter boxes associated with the Jefferson Streetscape project for the City of Huntsville. The area involved for this fee proposal is related to the street frontage associated with a new mixed-use development known as "The Avenue", more specifically along Holmes Avenue (between Spragins St. & Jefferson St.) and along Jefferson Street (between Holmes Avenue & extending towards Monroe St.). Two plan package releases have been requested, the first in about 4 to 6 weeks and the second in about 8 to 9 months.

Compensation for our services shall be a **lump sum fee of \$9,400 (Nine Thousand Four Hundred Dollars)**. This fee is based on AIA Document C141-1997 "Standard Form of Agreement Between Architect and Consultant". If the services covered by this agreement have not been completed within 12 months of the date hereof, through no fault of MBA, the remaining fees shall be escalated at the rate of 4% per year.

For this fee, MBA will provide the following services for this project:

1. Structural design and drawings, including structural plans, sections, details and notes as required for the retaining walls, steps & planter boxes in the above-described area, including the accommodation of engineered railings.
2. Structural specifications in reproducible form, in a reasonable format.
3. Structural submittal review, with a maximum of four copies of each submittal to be processed by MBA.
4. Limited attendance at project meetings (three meetings for the Early Release Package and three meetings related to the Second Release Package) as requested.

In the design of the retaining walls & foundations, MBA will endeavor to avoid conflicts with the foundations of the proposed structures of "The Avenue" provided their locations & sizes will be provided to us. Otherwise, no consideration of influence from the proposed structures will be considered by MBA.

This fee proposal does not include any site visits. This fee does not include services for Special Inspections as defined in Chapter 17 of the International Building Code, Project Peer Review or other Construction Administration services not listed above. Those services will be negotiated, if they are required.

We understand that the City of Huntsville prefers to self-perform site visits in lieu of hiring the engineer-of-record to do so. If site visits or any other additional services are required, we will bill those services at our current hourly rates (see the enclosed Terms and Conditions) after we have received written approval to perform those services.

This proposal is based upon the assumptions listed in this proposal. Please inform us if any assumption is incorrect, or if the project scope changes, so that we may revise our proposal. If at any time the project criteria and/or scope deviate from the above description, our stated fee estimate shall be subject to renegotiation.

We anticipate that the early-release structural construction documents can be completed approximately two weeks after we receive final site grading plans. This schedule shall be subject to renegotiation if progress is delayed by situations beyond the control of MBA, including but not limited to Owner-requested changes or Owner-delayed approvals.

This Letter of Agreement (two pages), and the Terms and Conditions (two pages), constitute the entire agreement between the parties. Please examine these documents and if acceptable, sign this letter and return it to us by fax, mail or e-mail. Retain a copy for your records. We will begin services upon receipt of this signed agreement.

We look forward to working with you on this project.

Sincerely,



Claude H. Moore, P.E.  
Principal  
MBA STRUCTURAL ENGINEERS, INC.

ACCEPTED BY CLIENT:

  
For Land Design Solutions

10/17/14  
Date

***By signing this proposal, you are accepting the Terms and Conditions enclosed.***

## **MBA Structural Engineers, Inc. Terms and Conditions**

### **1. Standard Hourly Rates**

Senior Principal	\$200.00
Principal	\$175.00
Associate Engineer	\$150.00
Registered Engineer	\$140.00
Engineer	\$125.00
Engineering Technician	\$115.00
Senior Designer	\$110.00
Designer	\$100.00
Cadd Operator/Drafting	\$ 90.00
Clerical	\$ 75.00

### **2. Billing**

Billing will be submitted monthly for the work completed.

Invoices are due to be paid within 30 days; prompt payment is an essential aspect of the overall consideration required for MBA to continue providing services. After a written warning, work stoppages will occur if payments are consistently delinquent. Furthermore, amounts unpaid 30 days after the invoice date are subject to bear simple interest at the rate of 1½ % per month. No phase will be started until the previous phase's payment has been received.

Inquiries and questions regarding any invoice shall be made within 14 days of receipt of the invoice. Failure to notify MBA within this time period shall constitute a waiver of any claim with respect to the content or accuracy of the invoice as well as acceptance of the services provided. Client agrees to pay reasonable attorney's fees, agency fees and other expenses or losses, prior to and through any trial and subsequent proceedings, incurred by MBA in the event MBA employs the services of an attorney or agency to collect sums due here-under or to enforce any terms contained herein.

### **3. Hidden Conditions & Hazardous Materials**

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If MBA has reason to believe that such a condition may exist, MBA shall notify the Client who shall authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MBA has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MBA shall not be responsible for the existing condition nor any resulting damages to persons or property. MBA shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form.

### **4. Indemnifications**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MBA, its officers, directors, employees and subconsultants (collectively, MBA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, omissions and/or strict liability in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

MBA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by MBA's

negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom MBA is legally liable, subject to the provisions in the paragraph below on Risk Allocation.

Neither the Client nor MBA shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

## 5. Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and MBA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, **MBA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$10,000, or the amount of MBA's fee, whichever is greater.** The Client also agrees to not seek to recover damages from any individual employed by MBA Engineers, Inc. Such causes include, but are not limited to, MBA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## 6. Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay MBA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

## 7. Ownership of Documents

All documents produced by MBA under this agreement shall remain the property of MBA and may not be used by the Client for any other endeavor without the written consent of MBA.

## 8. Dispute Resolution

Any claim or dispute between the Client and MBA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of MBA.

## 9. Additional Provisions

- A) MBA's services are for the benefit of the party to whom this proposal is addressed only; no others have any claim. In rendering these services, MBA shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- B) MBA shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which remain the responsibility of the Contractor. MBA shall not be responsible for acts or omissions of the Contractor, or of any other persons or entities performing the Work.
- C) The Client shall neither require nor compel MBA to issue certifications of, guarantees of, or warranties for, the design or the completed work. Certifications issued by MBA, if any, shall be limited to the best of MBA's knowledge, information and belief, and shall be limited based on the services performed under this agreement. MBA's preparation of Record Drawings shall not be construed as a certification, warranty or guarantee, expressed or implied, that the completed work was constructed in accordance with the requirements of the Contract Documents. Record Drawings are not "as-built" drawings.
- D) Review of submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents. MBA's review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor.

## JRM – Cornelius and Associates

Jack R. Morgan Engineering, Inc.

71 Thunderbird Lane  
Gadsden, Alabama 35904  
256/413-7717

112 South Side Square – Suite B  
Huntsville, Alabama 35801  
256/519-5955

Land Design Solutions  
6996 Linda Street  
Huntsville, AL 35811

Re: Jefferson Street StreetScape  
JRM Project #pending

Dear Mr. Donnelly,

We appreciate the opportunity to submit this proposal to furnish electrical engineering services for you on the above referenced project. We understand the project will require Electrical Engineering Site Lighting Design of Jefferson Street, Spragins Street, Meridian Street & Holmes Avenue roadways and sidewalks within the project limits. Additionally, all the pedestrian areas on "The Avenue" site, up to the building face, including the parking lot on the north side of the building is included within the Site Lighting Design project limits.

We further understand there will be an Early Release Plan Package that will require our participation to provide electrical plans for electrical rough in of site lighting in the affected area. The Final Plan Package will include Site Lighting of all the Roadways, Sidewalks, Pedestrian Areas around Building and the Building Parking Lot.

We propose to furnish basic engineering services for a lump sum amount of \$22,300.00. Services are due and payable based on the Compensation Schedule below.

Basic engineering services defined as:

- 1) Site lighting and Circuiting Design, to include point to point photometric plans on 10' grid for preliminary and final analysis.
- 2) Negotiation with Utilities for Service
- 3) Final Specification Ready for Reproduction
- 4) Drawings Ready for Reproduction
- 5) Checking of Shop Drawings

All additional services will be furnished on an hourly basis, plus expenses, per your request. These services may include but are not limited to the following:

- 1) Changes in Scope of Project after Completion of Work
- 2) Field Inspections
- 3) Value Engineering
- 4) Correction of Contract Documents for Record "As-Built" Drawings

**Hourly Rates:**

Principals	\$160.00/hour
Senior Engineers	\$130.00/hour
Designer Techs	\$100.00/hour
Administration	\$100.00/hour

**Compensation Schedule:**

Construction Drawings	80%
Bid/Negotiation Phase	5%
Final	15%

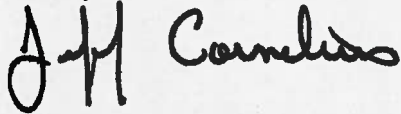
Alternates designed but not accepted will be billed through Bidding and Negotiation phase.

This proposal is based on: the schematic design proposed in June 2014 and retaining wall/restaurant seating lighting along Jefferson Street at the corner of Holmes.

If this proposal is acceptable, please sign in the space provided below and return to us for our files.

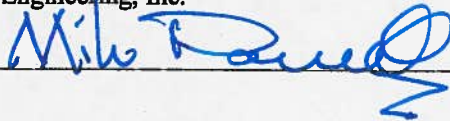
Thank you for giving us the opportunity to provide this proposal.

Sincerely,



Jeffrey K. Cornelius, P.E.  
Jack R. Morgan Engineering, Inc.

ACCEPTED:



DATE:

10-17-14



June 30, 2014

Land Design Solutions, Inc.  
6996 Linda Street  
Huntsville, Alabama 35811

Attention: Mr. Mike Donnelly, ASLA

Subject: Proposal for Geotechnical Consulting Services  
Proposed Jefferson Street, Street Scape Improvements  
Veterans Park to Holmes Avenue  
Huntsville, Alabama  
Proposal No.: G-14-145

Dear Mr. Donnelly:

As requested by you, we are pleased to submit a proposal for geotechnical consulting services on the subject project. To aid in the preparation of this proposal we have reviewed a site plan provided to us and discussed the project with you. This proposal presents a recommended scope of services, fee consideration and schedule to complete the proposed services.

#### **Proposed Improvements**

The proposed improvements will include the following:

- New concrete paver crosswalks at the Jefferson Street intersection with Holmes Avenue. The preliminary section includes precast pavers,  $\frac{3}{4}$ " sand setting bed and a concrete sub slab.
- Concrete center slab pavement section at the above intersection.
- New traffic signal poles (10' pole height) and pedestrian signal poles (8' pole height). We have assumed there will be four cantilever type traffic poles and eight pedestal type pedestrian poles.
- Widen Meridian Street between Jefferson Street and Washington Street to provide on street parking.
- A 64' wide parking lot across the north end of the "Avenue" site. This lot will be considered an extension of Meridian Street.

**Scope of Services**

Based on our understanding of the proposed improvements the following services are proposed:

- Review of available geologic literature including published geologic literature and previous geotechnical reports, if available.
- Subsurface exploration consisting of the excavation, logging and sampling of soil test borings. Boring locations and depths are presented in the following table. Subsequent to drilling, the borings will be back filled with auger cuttings and patched.

<b>Proposed Boring Locations</b>			
<b>Improvement Type</b>	<b>No. of Borings</b>	<b>Proposed Depth (ft)</b>	<b>Remarks</b>
Cantilever Traffic Poles	4	15	---
Pedestrian Light Poles	8	10	---
Jefferson at Holmes Intersection	1	10	---
Meridian Street Widening	2	10	---
64' Wide Parking Lot (Meridian Street Extension)	3	10	---

- Eight pavement cores along the subject sections of Jefferson Street, Spragins Street and Meridian Street to determine asphalt pavement and base thicknesses.
- Provide traffic control as necessary during drilling and coring activities.
- Laboratory testing will include moisture content determinations and Atterberg Limits tests.
- Compilation and analysis of the field and laboratory data
- Preparation of a geotechnical engineering report. The report will address the following:
  - Site preparation requirements in the proposed paver and center slab areas;
  - Anticipated undercutting requirements;
  - Anticipated excavation conditions;
  - Fill material requirements and compaction criteria;
  - Paver and slab subgrade preparation recommendations;

Jefferson Street, Street Scope Improvements  
Proposal No.: G-14-145

June 30, 2014  
Page 3

- Design criteria and a recommended foundation type for the proposed new traffic signal and pedestrian signal poles; and
- Other pertinent discussions and recommendations relative to the proposed development.
- Preparation of foundation details for the proposed traffic signal poles and details for foundations for the pedestrian signal poles. Details will include foundation dimensions, reinforcing steel and general notes.

#### **Estimated Fee**

Our fee for the services proposed will be on a lump sum basis. Based on the scope of work proposed our fee will be \$6,000.00. This fee is based on the site being fully accessible to our personnel, a truck mounted drill rig can access the site and that favorable conditions will be encountered. In addition, we will require that traffic signal and pedestrian signal poles be located and marked in the field prior to our field work. If unfavorable conditions are encountered, modifications to the proposed scope may be required. However, no additional work will be performed without first contacting you and receiving your authorization to perform the additional services.

#### **Schedule**

Based on our current schedule, we anticipate we can begin field services within 5 days of receiving authorization to proceed. Poor weather will impact the mobilization schedule. Fieldwork is expected to take one day. A written report and foundation details should be completed for review, approximately 10 to 14 days after completion of fieldwork.

#### **Proposal Authorization**

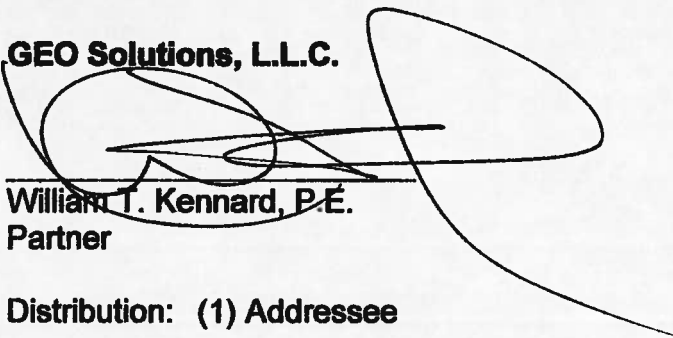
If you agree to the terms of this proposal, please complete execute the enclosed Proposal Authorization Sheet, including the section entitled "Payment Instructions".

#### **Closing**

We appreciate the opportunity to present this proposal to you. If you have any questions regarding our proposed scope, please call.

Respectfully submitted,

**GEO Solutions, L.L.C.**

  
\_\_\_\_\_  
William T. Kennard, P.E.  
Partner

Distribution: (1) Addressee

Attachment: Proposal Authorization Sheet  
Terms and Conditions

Jefferson Street Streetscape  
Traffic Signal Design  
Huntsville, Alabama

Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**Land Design Solutions, Inc. and Skipper Consulting, Inc**

This Agreement is made by and between Land Design Solutions, Inc. ("Client"), doing business at 6996 Linda Street, Huntsville, Alabama 35811 and Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to undertake traffic signal designs for four (4) intersections on Jefferson Street and Spragins Street in Huntsville, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of Land Design Solutions, Inc., undertake the work outlined in Exhibit "A" for a fixed fee as follows:

<u>Work Task</u>	<u>Fee</u>
Base Price - Traffic Signal Design (Jefferson/Monroe and Jefferson/Holmes)	\$11,200.00
Alternate No. 1 Price - Traffic Signal Design (Spragins/Holmes)	\$ 4,100.00
Alternate No. 2 Price	
Traffic Study (Spragins/Monroe)	\$ 3,000.00
Traffic Signal Design (Spragins/Monroe)	\$ 4,100.00
Total	\$22,400.00

The costs incurred on this assignment will utilize the fee schedule outlined in Exhibit "B" of this agreement.

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or

Jefferson Street Streetscape  
Traffic Signal Design  
Huntsville, Alabama

Professional Services Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

By: Mike Doreux

Printed Name: MIKE DOREUX

Title: PRESIDENT

Date: 10-17-14

APPROVED FOR SKIPPER Consulting, Inc.

By: Darrell B. Skipper

Printed Name: Darrell B. Skipper

Title: President

Date: 10/14/14

Jefferson Street Streetscape  
Traffic Signal Design  
Huntsville, Alabama

Professional Services Agreement

**Exhibit "A"**  
**Scope of Work**  
**Traffic Signal Design**  
**Jefferson Street Streetscape**  
**Huntsville, Alabama**

**Traffic Signal Design**

**Base Price**

Intersections which are included in the base price proposal are as follows:

- Jefferson Street at Holmes Avenue
- Jefferson Street at Monroe Street

The Consultant would initiate the design portion of this project by attending a kick-off meeting to discuss the parameters of the signal design with the City of Huntsville. Following these discussions, signal designs would be undertaken for the two base price study locations. It is assumed that base mapping of existing and proposed conditions will be provided by the Client. This base mapping should include roadway geometric features, striping, underground and overhead utilities, storm drainage, right of way, and easements and shall be provided in either AutoCAD or Microstation format.

Design efforts for the project will be undertaken using procedures and specifications consistent with the latest specifications as provided by the City. Design efforts would include:

- Preparation of a traffic signal construction note sheet
- Preparation of a traffic signal construction legend sheet
- Preparation of a traffic signal quantities sheet
- Preparation of two traffic signal plans
- Preparation of specialized details for traffic signal construction
- Preparation of a construction cost estimate
- Submittal of plans for 30%, 60% and 90% reviews
- Attendance at one plan review meeting after the 90% plan submittal
- Submittal of final plans
- Review of equipment submittals.

In general, the scope of work for the signal designs shall be to upgrade existing traffic signal installations. Upgrade efforts will include providing pedestal and/or mast arm mounted signal head indications and providing all new signal poles, pedestal poles, signal heads, and pedestrian signal head indications.

The Consultant shall provide up to six (6) sets of paper copies for each plan review. Electronic files shall be provided as requested by the Client, in .pdf and either AutoCAD or Microstation format. Electronic files and paper copies of the estimate shall be provided with each plan review.

**Alternate No. 1 Price**

Intersections which are included in the base price proposal are as follows:

- Spragins Street at Holmes Avenue

Jefferson Street Streetscape  
Traffic Signal Design  
Huntsville, Alabama

Professional Services Agreement

Design efforts for the project will be undertaken using procedures and specifications consistent with the latest specifications as provided by the City. Design efforts would include:

- Modifications to the traffic signal quantities sheet
- Preparation of one traffic signal plan
- Modifications to the construction cost estimate

In general, the scope of work for the signal designs shall be to upgrade existing traffic signal installations. Upgrade efforts will include providing pedestal and/or mast arm mounted signal head indications and providing all new signal poles, pedestal poles, signal heads, and pedestrian signal head indications.

Alternate No. 2 Price

Intersections which are included in the base price proposal are as follows:

- Spragins Street at Monroe Street

This intersection is currently unsignalized with a side street stop condition and an uncontrolled pedestrian crosswalk. The Consultant shall undertake a traffic study of existing conditions to determine if traffic signalization is warranted by either vehicular or pedestrian traffic volumes. If a traffic signal is not warranted, the Consultant shall examine the need for a hybrid pedestrian beacon (HAWK) signal or other active control for the pedestrian crossing.

If a traffic signal or active pedestrian crossing control is indicated and approved by the City, the Consultant will undertake appropriate design efforts for the intersection. Design efforts for the project will be undertaken using procedures and specifications consistent with the latest specifications as provided by the City. Design efforts would include:

- Modifications to the traffic signal quantities sheet
- Preparation of one traffic signal plan or pedestrian crossing plan
- Modifications to the construction cost estimate

In general, the scope of work for the signal designs shall be to install a new traffic signal or pedestrian control signal. Design efforts will include providing pedestal and/or mast arm mounted signal head indications and providing all new signal poles, pedestal poles, signal heads, and pedestrian signal head indications.

Items Specifically Excluded from the Scope of Work

All work tasks which are not included in the scope are excluded. Work tasks which are specifically excluded include, but are not limited to, the following:

- Surveying
- Geotechnical Investigation
- Pole design
- Pole foundation design

**JEFFERSON STREET STREETScape****Fee Proposal (Project Plans)****PROJECT DATES**

Commence Work	10/24/2014
Complete Work	10/30/2015

**PERSONNEL COST**

	Man-Days	Daily Rate @ 8hrs/day		
Landscape Architect	50.8	880	\$	44,704.00
Junior Landscape Architect	73.5	600	\$	44,100.00
CAD Draftsman	179.2	480	\$	86,016.00
<b>LDS Sub-Total</b>			\$	174,820.00

**SUB-CONSULTANTS**

Smith Engineering, Inc.	\$	52,480.00
Skipper Consulting, Inc.	\$	22,400.00
MBA Structural Engineers, Inc.	\$	9,400.00
Jack R. Morgan Engineering, Inc.	\$	22,300.00
Geo Solutions, L.L.C.	\$	6,000.00
Subconsultant Administration Expence (5%)	\$	5,629.00
<b>Subconsultant Sub-Total</b>		\$ 118,209.00

**OUT - OF - POCKET EXPENSES**

Copies	\$	4,531.00
<b>Sub-Total</b>		\$ 4,531.00

<b>TOTAL LABOR</b>	<b>\$ 297,560.00</b>
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PRELIMINARY DESIGN		JEFFERSON STREET STREETScape					
JEFFERSON, HOLMES, SPRAGINS, & MERIDIAN		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape Architect		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	0	0	0	0	0	0	0
DEMOLITION PLANS	0	0	0	0	0	0	0
LAYOUT PLANS	6	0.5	3	0	0	1	6
KEYNOTE PLANS	0	0	0	0	0	0	0
PAVING PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	1	0.3	0.3	0	0	0.6	0.6
SUB-SLAB PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	0	0	0	0	0	0	0
PAVING PLAN	0	0	0	0	0	0	0
GRADING PLANS	0	0	0	0	0	0	0
GRADING PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	0	0	0	0	0	0	0
EROSION CONTROL PLANS	0	0	0	0	0	0	0
STRUCTURAL SOIL PLANS	0	0	0	0	0	0	0
IRRIGATION PLANS	0	0	0	0	0	0	0
LANDSCAPE PLANS	6	0.2	1.2	0	0	0.4	2.4
CONSTRUCTION DETAILS	0	0	0	0	0	0	0
DRIVEWAY DETAILS	0	0	0	0	0	0	0
EROSION CONTROL DETAILS	0	0	0	0	0	0	0
IRRIGATION DETAILS	0	0	0	0	0	0	0
PERFORMANCE PLAN	0	0	0	0	0	0	0

MEETINGS/ESTIMATES						
Design Criteria/Kick-off		0		0		0
30% Review		0		0		0
60% Review		0		0		0
90% Review		0		0		0
Misc. Meetings		1		0		0
Cost Estimates		0		0		0

SUB-TOTAL MAN-DAYS						
		5.5		0		9

PRELIMINARY DESIGN		JEFFERSON STREET STREETSCAPE					
THE AVENUE CONSTRUCTION PLANS & OFF SITE WORK		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape Architect		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	0	0	0	0	0	0	0
DEMOLITION PLANS	0	0	0	0	0	0	0
LAYOUT PLANS	1	2	2	0	0	1	1
KEYNOTE PLANS	0	0	0	0	0	0	0
JEFFERSON STREET & HOLMES AVENUE SIDES OF BUILDING- ENLARGED PLAN VIEWS: LAYOUT & GRADING.	8	0.2	1.6	0	0	0.6	4.8
GRADING PLANS	1	1	1	0	0	2	2
EROSION CONTROL PLANS	0	0	0	0	0	0	0
STRUCTURAL SOIL PLANS	0	0	0	0	0	0	0
IRRIGATION PLAN	0	0	0	0	0	0	0
LANDSCAPE PLANS	1	0.4	0.4	0	0	0.6	0.6
CONSTRUCTION DETAILS	0	0	0	0	0	0	0
EROSION CONTROL DETAILS	0	0	0	0	0	0	0
IRRIGATION DETAILS	0	0	0	0	0	0	0

MEETINGS/ESTIMATES							
Design Criteria/Kick-off							
30% Review							
60% Review							
90% Review							
Misc. Meetings		2					
Cost Estimates		0.4					0.4

SUB-TOTAL MAN-DAYS							
		7.4		0			8.8

EARLY RELEASE PLAN PACKAGE		JEFFERSON STREET STREETSCAPE					
THE AVENUE CONSTRUCTION PLANS & OFF SITE WORK		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape Architect		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	1	0.1	0.1	0.2	0.2	0.4	0.4
INDEX SHEET	1	0.1	0.1	0.2	0.2	0.4	0.4
EXISTING CONDITIONS PLANS	1	0.1	0.1	0.1	0.1	0.5	0.5
DEMOLITION PLANS	2	0.2	0.4	0.5	1	1	2
LAYOUT PLANS	2	0.2	0.4	0.5	1	1.5	3
KEYNOTE PLANS	2	0.2	0.4	0.5	1	1.5	3
JEFFERSON STREET & HOLMES AVENUE SIDES OF BUILDING - ENLARGED PLAN VIEWS: LAYOUT & GRADING.	8	0.2	1.6	0.5	4	1	8
GRADING PLANS	2	0.4	0.8	1	2	2	4
EROSION CONTROL PLANS	2	0.1	0.2	0.5	1	1	2
STRUCTURAL SOIL PLANS	1	0.1	0.1	0.4	0.4	1	1
IRRIGATION PLAN	1	0.4	0.4	0.8	0.8	1	1
LANDSCAPE PLANS	0	0	0	0	0	0	0
CONSTRUCTION DETAILS	3	0.5	1.5	1	3	1.5	4.5
EROSION CONTROL DETAILS	1	0.1	0.1	0.2	0.2	0.4	0.4
IRRIGATION DETAILS	1	0.1	0.1	0.2	0.2	0.4	0.4

REVIEW MEETINGS					
Design Criteria/Kick-off		0			
30% Review		0.2			
60% Review		0.2			
90% Review		0.2			
Misc. Meetings		1			
Cost Estimates		0.6			0.6

SUB-TOTAL MAN-DAYS					
		8.5		15.1	31.2

FINAL PLAN PACKAGE		JEFFERSON STREET STREETScape					
JEFFERSON ST.		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	1	0.1	0.1	0.2	0.2	0.4	0.4
INDEX SHEET	1	0.1	0.1	0.2	0.2	0.4	0.4
EXISTING CONDITIONS PLANS	2	0.1	0.2	0.1	0.2	0.5	1
DEMOLITION PLANS	2	0.2	0.4	0.5	1	1	2
LAYOUT PLANS	2	0.2	0.4	0.5	1	1	2
KEYNOTE PLANS	2	0.2	0.4	0.5	1	1	2
PAVING PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	1	0.3	0.3	1	1	2	2
SUB-SLAB PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	1	0.2	0.2	1	1	2	2
PAVING PLAN	2	0.3	0.6	0.5	1	2	4
GRADING PLANS	2	0.5	1	0.5	1	2	4
GRADING PLAN INTERSECTION ENLARGEMENT HOLMES AVE.	1	0.2	0.2	0.5	0.5	1.5	1.5
EROSION CONTROL PLANS	2	0.1	0.2	0.5	1	1	2
STRUCTURAL SOIL PLANS	2	0.1	0.2	0.4	0.8	1	2
IRRIGATION PLANS	2	0.4	0.8	0.8	1.6	1.5	3
LANDSCAPE PLANS	2	0.4	0.8	0.8	1.6	2	4
CONSTRUCTION DETAILS	4	0.5	2	1.5	6	3	12
DRIVEWAY DETAILS	1	0.2	0.2	1	1	3	3
EROSION CONTROL DETAILS	1	0.1	0.1	0.2	0.2	0.5	0.5
IRRIGATION DETAILS	1	0.1	0.1	0.2	0.2	1	1
PERFORMANCE PLAN	1	0.3	0.3	0.6	0.6	2	2

MEETINGS/ESTIMATES						
Design Criteria/Kick-off		0.2		0		0
30% Review		0.2		0		0
60% Review		0.2		0		0
90% Review		0.2		0		0
Misc. Meetings		3		0		0
Cost Estimates		0.5		2		2

SUB-TOTAL MAN-DAYS						
		12.9		23.1		52.8

FINAL PLAN PACKAGE		JEFFERSON STREET STREETScape					
SPRAGINS ST. PLANS		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	2	0.1	0.2	0.1	0.2	0.5	1
DEMOLITION PLANS	2	0.2	0.4	0.5	1	1	2
LAYOUT PLANS	2	0.2	0.4	0.5	1	1	2
KEYNOTE PLANS	2	0.2	0.4	0.5	1	1	2
PAVING PLAN INTERSECTION ENLARGEMENT MONROE ST.	1	0.3	0.3	1	1	2	2
PAVING PLAN	2	0.3	0.6	1	2	2	4
GRADING PLANS	2	0.5	1	1	2	2	4
EROSION CONTROL PLANS	2	0.1	0.2	0.5	1	1	2
STRUCTURAL SOIL PLANS	2	0.1	0.2	0.4	0.8	1	2
IRRIGATION PLANS	2	0.4	0.8	0.8	1.6	2	4
LANDSCAPE PLANS	2	0.4	0.8	0.8	1.6	2	4
CONSTRUCTION DETAILS	0	0	0	0	0	0	0
DRIVEWAY DETAILS	0	0	0	0	0	0	0
EROSION CONTROL DETAILS	0	0	0	0	0	0	0
IRRIGATION DETAILS	0	0	0	0	0	0	0
PERFORMANCE PLAN	0	0	0	0	0	0	0

**REVIEW MEETINGS**

Design Criteria/Kick-off						
30% Review						
60% Review						
90% Review						
Misc. Meetings						
Cost Estimates						

**SUB-TOTAL MAN-DAYS**

5.3

13.2

29

FINAL PLAN PACKAGE		JEFFERSON STREET STREETSCAPE					
HOLMES AVE. PLANS		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	1	0.1	0.1	0.1	0.1	0.5	0.5
DEMOLITION PLANS	1	0.2	0.2	0.5	0.5	1	1
LAYOUT PLANS	1	0.2	0.2	0.5	0.5	1	1
KEYNOTE PLANS	1	0.2	0.2	0.5	0.5	1	1
PAVING PLAN INTERSECTION ENLARGEMENT SPRAGINS ST.	1	0.3	0.3	1	1	2	2
SUB-SLAB PLAN INTERSECTION ENLARGEMENT SPRAGINS ST.	1	0.2	0.2	1	1	2	2
PAVING PLAN	1	0.3	0.3	1	1	2	2
GRADING PLANS	1	0.5	0.5	1	1	2	2
GRADING PLAN INTERSECTION ENLARGEMENT SPRAGINS ST.	1	0.2	0.2	0.5	0.5	2	2
EROSION CONTROL PLANS	1	0.1	0.1	0.5	0.5	1	1
STRUCTURAL SOIL PLANS	1	0.1	0.1	0.4	0.4	1	1
IRRIGATION PLANS	1	0.4	0.4	0.8	0.8	2	2
LANDSCAPE PLANS	1	0.4	0.4	0.8	0.8	2	2
CONSTRUCTION DETAILS			0		0		0
DRIVEWAY DETAILS			0		0		0
EROSION CONTROL DETAILS			0		0		0
IRRIGATION DETAILS			0		0		0
PERFORMANCE PLAN			0		0		0

REVIEW MEETINGS						
Design Criteria/Kick-off						
30% Review						
60% Review						
90% Review						
Misc. Meetings						
Cost Estimates						

SUB-TOTAL MAN-DAYS

3.2

8.6

19.5

FINAL PLAN PACKAGE		JEFFERSON STREET STREETScape					
MERIDIAN ST. PLANS		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	1	0.1	0.1	0.1	0.1	0.5	0.5
DEMOLITION PLANS	1	0.2	0.2	0.5	0.5	1	1
LAYOUT PLANS	1	0.2	0.2	0.5	0.5	1	1
KEYNOTE PLANS	1	0.2	0.2	0.5	0.5	1	1
PAVING PLAN	1	0.3	0.3	1	1	2	2
GRADING PLANS	1	0.5	0.5	1	1	2	2
EROSION CONTROL PLANS	1	0.1	0.1	0.5	0.5	1	1
STRUCTURAL SOIL PLANS	1	0.1	0.1	0.4	0.4	1	1
IRRIGATION PLANS	1	0.4	0.4	0.8	0.8	2	2
LANDSCAPE PLANS	1	0.4	0.4	0.8	0.8	2	2
CONSTRUCTION DETAILS	0	0	0	0	0	0	0
DRIVEWAY DETAILS	0	0	0	0	0	0	0
EROSION CONTROL DETAILS	0	0	0	0	0	0	0
IRRIGATION DETAILS	0	0	0	0	0	0	0
PERFORMANCE PLAN	0	0	0	0	0	0	0

**REVIEW MEETINGS**

Design Criteria/Kick-off					
30% Review					
60% Review					
90% Review					
Misc. Meetings					
Cost Estimates					

**SUB-TOTAL MAN-DAYS**

2.5

6.1

13.5

FINAL PLAN PACKAGE		JEFFERSON STREET STREETScape					
THE AVENUE CONSTRUCTION PLANS		ESTIMATED MAN-DAYS					
		Landscape Architect		Junior Landscape Architect		CAD Draftsman	
SHEET TITLE	# OF SHEETS	DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL
TITLE SHEET	0	0	0	0	0	0	0
INDEX SHEET	0	0	0	0	0	0	0
EXISTING CONDITIONS PLANS	1	0.1	0.1	0.1	0.1	0.2	0.2
DEMOLITION PLANS	1	0.1	0.1	0.2	0.2	0.4	0.4
LAYOUT PLANS	1	0.1	0.1	0.2	0.2	1	1
KEYNOTE PLANS	1	0.1	0.1	0.2	0.2	1.5	1.5
JEFFERSON STREET SIDE OF BUILDING ENLARGED PLAN VIEWS: LAYOUT, GRADING, KEYNOTE, IRRIGATION, & PLANTING	8	0.1	0.8	0.2	1.6	1	8
GRADING PLANS	1	0.4	0.4	1	1	2	2
EROSION CONTROL PLANS	1	0.1	0.1	0.2	0.2	0.4	0.4
STRUCTURAL SOIL PLANS	1	0.2	0.2	0.1	0.1	0.5	0.5
IRRIGATION PLAN	1	0.2	0.2	0.4	0.4	3	3
LANDSCAPE PLANS	1	0.2	0.2	0.6	0.6	2	2
CONSTRUCTION DETAILS	4	0.4	1.6	0.6	2.4	1	4
EROSION CONTROL DETAILS	1	0.1	0.1	0.2	0.2	0.4	0.4
IRRIGATION DETAILS	1	0.1	0.1	0.2	0.2	0.4	0.4

**REVIEW MEETINGS**

Design Criteria/Kick-off					
30% Review					
60% Review					
90% Review					
Misc. Meetings		1			
Cost Estimates		0.4			0.4

**SUB-TOTAL MAN-DAYS**

5.5

7.4

24.2

# ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

## **CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (Include "doing business as", if applicable): Land Design Solutions, Inc
- City of Huntsville current taxpayer identification number (if available): 40021  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>263-703, Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Mike Donnelly Title (if applicable): President  
Type or legibly write name: Mike Donnelly Date: 1-6-2012

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**0% COMPLETE – PRE-DESIGN CONFERENCE**

The LANDSCAPE ARCHITECT shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

**CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the LANDSCAPE ARCHITECT an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

**ATTENDEES:** (Required)

- |                                                  |                        |
|--------------------------------------------------|------------------------|
| • LANDSCAPE ARCHITECT                            | • Landscape Management |
| • ALDOT (as appropriate for the type of project) | • Utilities            |
| • Real Estate                                    | • Traffic Engineering  |
|                                                  | • Planning             |

**DISCUSSION TOPICS :**

- |                                                                                          |                                          |
|------------------------------------------------------------------------------------------|------------------------------------------|
| • Authority of OWNERS representative (Written submittal made to the LANDSCAPE ARCHITECT) | all utilities that need to be contacted. |
| • Scope of Work                                                                          | • Tree Ordinance                         |
| • Time Requirements                                                                      |                                          |
| • Budget Restraints                                                                      |                                          |
| • Testing Requirements                                                                   |                                          |
| • Permit Responsibilities                                                                |                                          |
| • Design criteria                                                                        |                                          |
| • LC&E requirements                                                                      |                                          |
| • Plan Requirements                                                                      |                                          |
| • Special Conditions                                                                     |                                          |
| • Utility Project Notification and a list of                                             |                                          |

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the LANDSCAPE ARCHITECT and the LANDSCAPE ARCHITECT's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the LANDSCAPE ARCHITECT's ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the LANDSCAPE ARCHITECT and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/Index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the LANDSCAPE ARCHITECT shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the LANDSCAPE ARCHITECT's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the LANDSCAPE ARCHITECT to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- LANDSCAPE ARCHITECT presents recommended design/solutions along with other options and alternatives considered.
- LANDSCAPE ARCHITECT presents updates on progress of permitting requirements
- LANDSCAPE ARCHITECT presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- LANDSCAPE ARCHITECT presents budgetary constraints

### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the LANDSCAPE ARCHITECT during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
  - Final "calculated" amount and any "increased" amounts
  - Notes to include any deviation from referenced standard specifications

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the LANDSCAPE ARCHITECT shall revise the construction documents by incorporating any comments generated during the previous design reviews. The LANDSCAPE ARCHITECT shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

## **ATTACHMENT 5 – LANDSCAPE ARCHITECTS PERSONNEL FEE SCHEDULE**

**Land Design Solutions, Inc.**  
6996 LINDA STREET  
HUNTSVILLE, AL 35811

Voice: 256.714.1470  
E-mail: [mike.donnelly@mchsi.com](mailto:mike.donnelly@mchsi.com)

October 20, 2014  
Hourly Rate Schedule  
Jefferson Street Streetscape  
Land Design Solutions, Inc.

Registered Landscape Architect	\$110.00/Hr
Junior Landscape Architect	\$75.00/Hr
CADD Operator	\$60.00/Hr
Administration	\$45.00/Hr

Note: These rates will remain in effect through the duration of the project.

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE: October 30, 2015		_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_ CITY PROJECT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE LANDSCAPE ARCHITECT**  
(Article 9.2)

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
Smith Engineering Co., Inc. 8624 Memorial Parkway SW Huntsville, AL 35802	<b>Civil Engineering Services &amp; Topographic Survey</b>	\$52,480.00
MBA Structural Engineers, Inc. 810 Regal Drive SW, Suite C Huntsville, AL 35801	<b>Structural Engineering Services</b>	\$9,400.00
Jack R. Morgan Engineering, Inc. 112 South Side Square-Suite B Huntsville, AL 35801	<b>Electrical Engineering Services</b>	\$22,300.00
Geo Solutions, L.L.C. 7201 Opportunity Boulevard Huntsville, AL 35810	<b>Geotechnical Consulting Services</b>	\$6,000.00
Skipper Consulting, Inc. 3644 Vann Road, Suite 100 Birmingham, AL 35235	<b>Traffic Engineering Services</b>	\$19,400.00
	<b>SUB-TOTAL</b>	\$112,580.00
	<b>5% Administrative Fee</b>	\$5,629.00
	<b>TOTAL</b>	\$118,209.00

## **ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	LANDSCAPE ARCHITECT	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	LANDSCAPE ARCHITECT; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or LANDSCAPE ARCHITECT	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4

Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and LANDSCAPE ARCHITECT's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNER's Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

### **OTHER DOCUMENTS**

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNER's Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

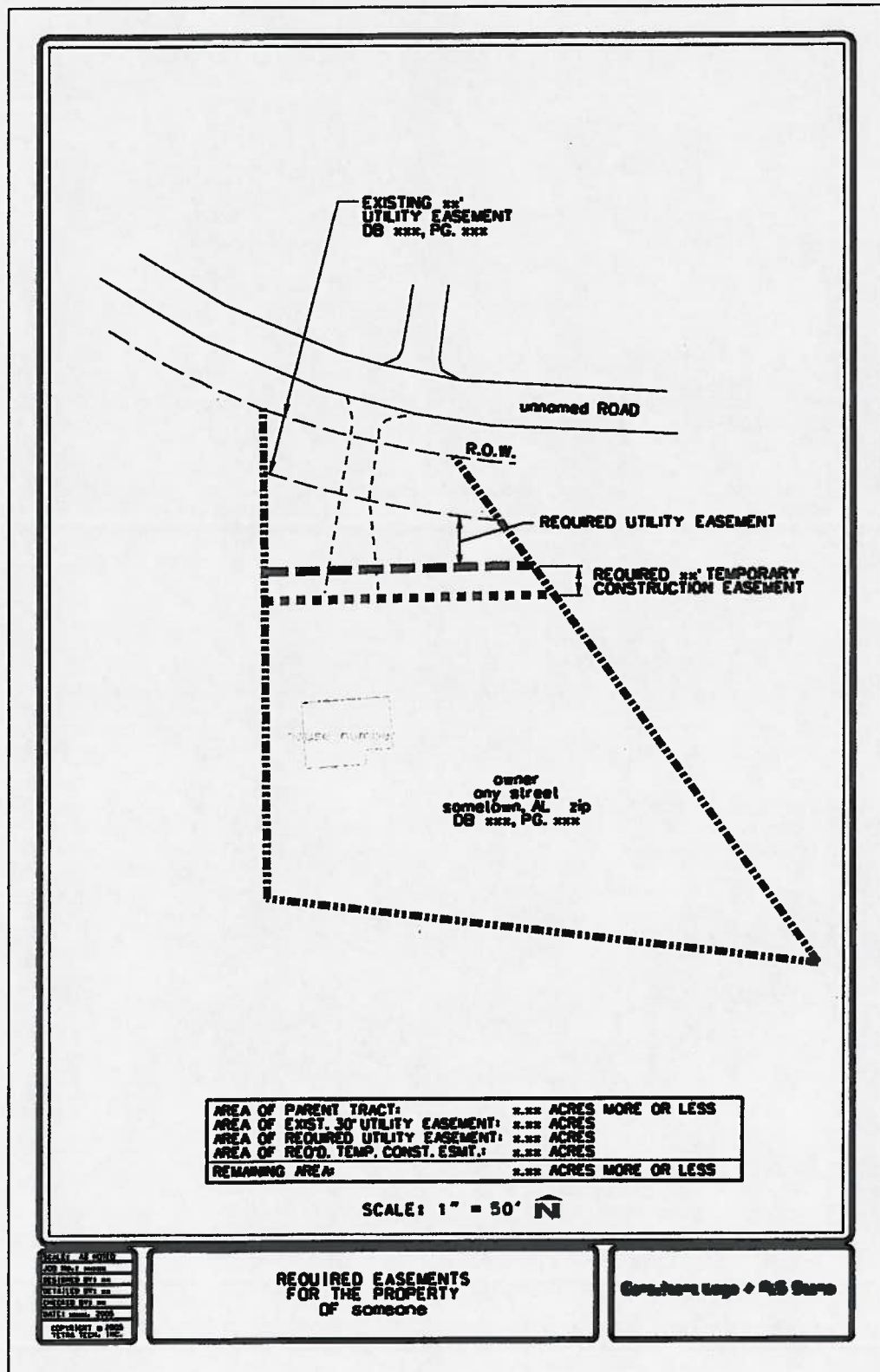
FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT 11**

TITLE SHEET		PROJECT NAME AND INFORMATION		CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA		DATE: 1/1/2011	
CONSTRUCTION PLANS FOR		PROJECT NAME		PROJECT INFORMATION		FOR THE	
CITY OF HUNTSVILLE		HUNTSVILLE, ALABAMA		(PROJECT NO. XXXXXXXX )			
SAMPLE STANDARD DRAWING FORMAT		HUNTSVILLE		The Star of Alabama			
INDEX OF DRAWINGS		SHEET NO.		TITLE			
INDEX TO DRAWINGS SHALL BE PLACED ON		COVER SHEET IF POSSIBLE OTHERWISE IT SHALL		BE THE SECOND SHEET IN THE SET.			
DRAWING		DATE: 1/1/2011		DATE: 1/1/2011			

# **ATTACHMENT 12** **SAMPLE**



## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## **ATTACHMENT 14**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

<u>Color Standards</u>		<u>(SAMPLE)</u>	
<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

### **ATTACHMENT 15 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						

34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

## **ATTACHMENT 16 – REQUIRED DELIVERABLES**

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

**YES   NO**

### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
4. One (1) Micro station digital file of right-of-way drawings.
5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
7. One (1) print copy of Final Construction Cost Estimate.
8. One (1) digital spread sheet file of Final Construction Cost Estimate.
9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
11. Two (2) print sets of contract specifications.
12. One (1) digital text file of contract specifications.
13. One (1) complete set of signed and sealed calculations.
14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
15. One (1) complete set of all field notes.
16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
17. Utility Project Notification forms and a list of all utilities that need to be contacted.

\_\_\_\_\_  
LANDSCAPE ARCHITECT